

# **FINAL DRAFT**

## **St. Mary's County Regional Airport**

### **Minimum Standards for Businesses Providing Aeronautical Services to the Public**

## CONTENTS

SECTION I. GENERAL PROVISIONS	2
A. Purpose	2
B. Definitions and Abbreviations	3
C. Leasing Terms for County-Owned Land	3
D. Adjacent Property Aeronautical Businesses	4
E. Fees and Charges	4
SECTION II. LEASES	4
A. Guidelines	4
B. Lease	4
C. Business Qualifications	5
D. Minimum Qualifications	6
E. Action on Application	13
F. Specific Requirements	14
SECTION III. MOBILE INDEPENDENT OPERATOR PERMITS	16
A. General	16
SECTION IV. INSURANCE	18
SECTION V. TERMINATION	19
SECTION VI. ASSIGNMENT PROHIBITED	19
REFERENCES	19
APPENDICES	
A. Airport Development Review Procedures	20
B. Permit Applications and Approval	23
C. Hangar Access Agreement	25

## SECTION I. GENERAL PROVISIONS

A. PURPOSE: The Rules and this Minimum Standards document comprise the County ordinance. These Minimum Standards address the business aspects of St. Mary's County Regional Airport. The Minimum Standards document will be enforced by the County's Airport Manager.

The sponsor of a federally obligated Airport (in this case, St. Mary's County, "County") is required to make available opportunity to engage in Aeronautical Services by persons or business entities ("Business") that meet reasonable minimum standards established by the County. The minimum standards as outlined herein are intended to provide threshold entry requirements for those businesses wishing to provide Aeronautical Services to the public at the St. Mary's County Airport, and to do so in such manner as to ensure the safety of its users and promote fair competition for those who choose to operate Aeronautical Services on the premises. These minimum standards are intended to be reasonable, non-arbitrary and non-discriminatory; and, therefore, apply equally to everyone providing Aeronautical Services to the public on the Airport.

A fair and reasonable opportunity, without discrimination, shall be afforded all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Services, subject to the Minimum Standards as established by the County. A Business shall have the right and privilege of engaging in and conducting the activities selected and specified by the written contract contingent upon meeting the established Minimum Standards, the execution of a written Lease or Permit with the County, the payment of the prescribed rentals, fees, and charges, and compliance with all federal, state, county, and Airport laws, rules, codes, and regulations. The County is precluded by its Federal Grant Assurances (Reference 1) from granting an exclusive right or practicing economic discrimination. The granting of such right and privilege, however, shall not be construed as affording the Business any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to the Business, and then only to the extent provided in a written agreement. Further, the County may choose to reapportion space or encourage new construction to foster competition and economic development.

Because of these variables, the applicable Minimum Standards to combinations of service will be discussed with the prospective business at the time of application. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, Minimum Standards, and other regulatory measures pertaining to such use. The County reserves the further right to designate the specific Airport areas in which Aeronautical Services may be conducted. Such designation shall give consideration as to the nature and extent of the operation and the lands available for such proposed uses, consistent with the orderly and safe operation of the Airport.

Per the Airport Rules, the County reserves the right to change these Minimum Standards at their discretion or upon changes in FAA guidance in order to foster growth and competition. The County understands that while stability in the Minimum Standards is desired, judicious changes may be necessary to achieve the County's objectives. All entities affected by such changes will have an opportunity to comment on proposed changes and will be apprised of dates of implementation of such changes.

B. DEFINITIONS AND ABBREVIATIONS

The definitions and abbreviations in the Airport Rules are incorporated herein.

C. LEASING TERMS FOR COUNTY-OWNED LAND AT THE AIRPORT

The following will be used by the County in developing terms and conditions for the lease of land to Businesses to provide Aeronautical Services to the public at the St. Mary's County Regional Airport:

1. Businesses, with the prior written consent of the County, may construct additional buildings, fueling facilities, or other facilities on the Airport.
2. All plans and specifications for new construction or alteration of existing construction shall be subject to approval in writing by the County, prior to construction as to architectural conformity, location of building lines, proper hangar clearance, compatibility with the adopted Airport Master Plan, compatibility with any obligations of the County imposed on it by federal, state or local building and fire codes, Environmental Laws or Regulations and compliance with any requirements or specifications necessary to assure conformity with FAA Airport design standards and Maryland Code.
3. Businesses that are undertaking building of facilities shall obtain the construction related permits needed for proposed development including preparing and coordinating the filing of FAA Form 7460-1, Notice of Proposed Construction or Alteration.
4. Upon completion of construction, the following shall be turned over to the Airport Manager:
  - a. As-built plans of stormwater management systems as per the DPW&T Permit.
  - b. Building Permit drawings.
  - c. As-built Water and Sewer drawings as per MetCom requirements.
5. All plans and specifications for construction of utilities, including electrical, telephone, base lines or regulators shall require prior written approval of the County, including those constructed by the utility companies.
6. All construction shall be permanent and shall be compatible with the design, materials, and landscaping of the basic structures of the Airport.
7. Businesses, with approval in writing by the County, may retain title and ownership to such buildings and facilities constructed at the businesses' expense for an initial period of time not to exceed 40 years, subject to adjustments of the rental payments to the County each five (5) years, based on changes in the cost of living index. The County will request FAA review of the lease period for acquired land donated to the County subject to FAA real estate guidance.
8. Buildings and facilities may not be removed from the Airport without the prior written consent of the County and shall become the property of the County after the lease term expires.
9. Land area leases not associated with buildings and facilities shall be for a period of time approved in writing by the County, but not to exceed five (5) years, with renewal options at the request of the business and with the prior written consent of the County.

#### D. ADJACENT PROPERTY AERONAUTICAL ACCESS

As a general principle, the FAA discourages an airport sponsor (in this case, “County”) from entering into any agreement that grants “through-the-fence” access to the public landing area by aircraft stored and serviced off-site on adjacent property. The obligation to make an Airport available for the use and benefit of the public does not impose any requirement for the County to permit access by aircraft from adjacent property. Exceptions may be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport and subordinate the agreement to the grant assurances and grant agreement. The County will fully investigate current FAA policy regarding “through-the-fence” operations before entering into any new “through-the-fence” agreement.

Additionally, as determined by the Director of the Public Works and Transportation Department, if a bona fide Airport tenant has already leased a site from the County and has negotiated airfield use privileges but also desires to move aircraft to and from a hangar or facility on adjacent off-Airport property, the County may grant the tenant access through an area approved by the County.

#### E. FEES AND CHARGES

The Fee Schedule shall be developed by the County and published in the Airport Rules document. See Airport Rules Section II – S.

### SECTION II. LEASES

#### A. GUIDELINES

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide Aeronautical Services to the public. Any Business desiring to provide Aeronautical Services to the public, as defined herein, shall be given equal opportunity to compete without discrimination for the use of available Airport facilities. These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote fair competition at St. Mary’s County Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages sub-standard businesses, thereby protecting both the established Aeronautical Service providers and Airport patrons.

#### B. LEASES

References to Businesses providing Aeronautical Services at the Airport include any Business that provides Aeronautical Services to any person at the Airport, including any aircraft operator including transients.

1. Subject to applicable orders, certificates or permits of the FAA, Grant Agreements with the FAA, and the laws of the State of Maryland, no Business shall use the Airport or any portion thereof or any of its improvements or facilities as a base of operations for aeronautical service who has not first obtained the consent and required approval in the form of a Lease and/or Permits which specifically authorize that aeronautical service for such use from the County, and entered into such written leases and sub-leases and other agreements as may be required by the County.

2. The St. Mary's County Regional Airport, as a recipient of federal funds via the FAA, is obligated to comply with its FAA Grant Assurances. The FAA considers that the existence of an exclusive right to conduct any Aeronautical Service limits the usefulness of an Airport and deprives the using public of the benefits of competitive enterprise. The FAA considers that it is inappropriate to apply federal funds to the improvement of any Airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical service. Should the County discover that any Lease, Agreement and or Permit is contrary to its obligations under the Grant Assurances, the County may require renegotiation of the offending document. As a general practice to the benefit of its customers, and to abide by its FAA Grant Assurances, the County will encourage competition.

3. Lease terms should be a sufficient period of years that is reasonably necessary to amortize a business' investment.

### C. BUSINESS QUALIFICATIONS FOR AERONAUTICAL SERVICE TENANTS

Business qualification requirements are broken down into two characteristics: those wishing to build or modify an existing facility at the Airport, and those wishing to occupy an existing structure. All Business applicants shall submit the below listed information/documents to the County. Additionally, any Business desiring to build or modify facilities at the airport to provide Aeronautical Services to the public shall submit all necessary information and materials as stated in the Airport Development Review Procedures (Appendix A).

1. The name, address, telephone and electronic mail address of the applicant.
2. A detailed description of the proposed Aeronautical Service.
3. The proposed date for the commencement of the activity and the term for conducting the same.
4. A current financial statement prepared or certified by an independent certified public accountant and certified by the applicant. The County shall consider the financial statements in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public and shall be the sole judge of what constitutes adequate financial responsiveness.
5. A written listing of the assets owned, leased and/or or being purchased which will be used in the applicant's operation or business at the Airport.
6. In lieu of item 4 above, a current credit report for each party owning or having a financial interest in the business and a credit report on the business itself of an appropriate period to demonstrate creditworthiness for the project proposed.
7. A description of previous experience in Airport services, a listing of key personnel to be assigned to the Airport and a description of the duties, responsibilities, and prior experience of such personnel.
8. A written and signed authorization permitting the FAA, all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant or its key personnel have engaged in an aviation Business and all Airports at which the applicant or its key personnel have engaged in business, to supply the County with all information in their files relating to the applicant, his operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the County.
9. Preliminary plans, specifications and dates for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought.
10. Names and financial statements of proposed guarantors of any proposed lease.
11. Proof of ability to obtain liability insurance coverage as required for the Business operation.

12. A financial pro-forma operating statement for the first three years of operation of the proposed Business.

#### D. MINIMUM QUALIFICATIONS BY SERVICE OFFERING

The County recognizes that the minimum standards for a Business depends upon the service to be offered. This section recognizes those differences and sets a minimum standard for that offering. Combined offering may allow economies of scale and may not necessarily be the sum of the minimum requirements. Businesses desiring to offer multiple services may negotiate with the County to determine a suitable combined standard.

Prospective Businesses shall select one or more Aeronautical Services covered by these Minimum Standards. When more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Business desiring to offer an aeronautical service shall ensure their lease (or sub lease as appropriate) specifically authorizes the service desired and the service desired is a permitted per the Certificate of Occupancy.

##### 1. FIXED BASE OPERATORS (FBO)

The County considers an FBO to be a Business that, as a minimum, acts as a gateway to and from the County who provides line services to transient and based aircraft, provides flight planning and crew lounge facilities, and facilitates the embarking and debarking of passengers. An FBO shall provide aircraft parking, minor repairs, tire/strut inflation, and common fluid servicing. All equipment necessary to provide these services shall be made available by the FBO.

An FBO has met the qualifications and requirements of these Minimum Standards and the Airport Rules, has paid all required fees, has received formal approval from the County and has entered into a lease, sub-lease or agreement with the County establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the County to provide the desired Aeronautical Services to the public. The books and records of the FBO will be maintained for a period of five (5) years and shall be available for inspection by the County during normal business hours. When appropriate, the County will accept requests to combine space from individual FBOs who provide more than one Aeronautical Service to the public. The County may negotiate additional duties for the FBO in return for the privilege of serving as an FBO at the Airport. In addition to the minimums stated above, an FBO may conduct one or more services to the public at the Airport, including but not limited to the following:

- a. Aircraft sales;
- b. On-demand Air Taxi operations prescribed under FAR Part 135;
- c. Aircraft rental;
- d. Flight instruction and ground school;
- e. Maintenance services, parts, and accessories sales, which shall include services in one or more of the following:

- (1) Airframe overhaul and repair.
- (2) Engine overhaul and repair.
- (3) Radio and electrical repair shop.

- (4) Instrument shop.
- (5) Aircraft interior work.
- (6) Refinishing and painting.

f. Aircraft fueling and line services;

g. Aircraft storage, inside and/or outside;

h. The application for an FBO lease shall specify all services from the above list, as well as any other service the FBO intends to offer as a condition of its lease, which the applicant desires to offer at the Airport. No Business shall use the Airport as an FBO until such Business has executed a lease, agreement approved and executed by the County.

i. Physical Facilities. The minimum space requirement is one (1) building, attached buildings, or separate buildings on permanent foundations, adequate for the purpose proposed. Mobile office facilities may not be used on leased property, except by permission of the County, providing facility is in compliance with all rules, regulations, and ordinances of the FAA and County. Mobile facilities are considered temporary in nature and may not be used to circumvent permanent facility requirements.

j. An FBO shall:

(1) Provide or contract/coordinate the necessary equipment and personnel to promptly move a disabled aircraft from the runway or taxiway (as soon as permitted by FAA, NTSB, and Maryland State Police authorities).

(2) Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.

(3) Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(4) For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

2. Aircraft Sales. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft sales shall:

a. Construct a building, or lease all or a portion of a building, or have an agreement which provides suitable facilities for parking or storage of aircraft for sale.

3. On-Airport based Air Taxi or Charter Service. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business conducting on-demand air taxi operations prescribed under FAR Part 135 shall:

a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to suitable facilities for office space, flight planning, customer lounge area, passenger waiting area, cargo storage area, aircraft parking, and auto parking for customers and employees;

b. Lease or have agreement for access to sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 Business at any one time;

c. Upon request by the County Airport Manager for inspection, provide evidence of FAR Part 135 Certificate and have adequate employees, aircraft and facilities to meet the requirements of that Part 135 Certificate.



4. Aircraft Rental. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft rental services shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to suitable facilities for aircraft parking, auto parking for customers / employees;
- b. Have or have access to a minimum of one aircraft, owned or leased by the FBO or Business adequate to the service offered,
- c. Have an appropriately qualified FAA certificated flight instructor for conducting check out flights with customers;
- e. Have adequate facilities or arrangements for storing, parking, servicing and maintaining its aircraft; and
- d. Maintain aircraft in accordance with applicable FAA regulations, and maintain and provide current documentary evidence of individual aircraft airworthiness to clients.

5. Flight Instruction and/or Ground School. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing flight instruction and/or ground school services shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to suitable facilities for training and instruction.
- b. Have on-staff Instructors appropriate to the service offered and with appropriate FAA Certification and Medical Certificates/authorizations (where applicable);
- c. See Aircraft Rental section if training aircraft are provided as part of instruction. Not applicable if client(s) provides aircraft.
- d. Maintain Insurance per Section IV below.
- e. Maintain and provide if requested a list of names and addresses of the pilots receiving flight instruction.
- f. Provide an executed Hangar Access Agreement (if applicable). (Appendix C).

6. Avionics Installation, Service, Repair. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct Business for the maintenance service being offered,
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered,
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- f. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

7. Aircraft Manufacturing or Modification. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered,
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered,
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- g. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

8. Aircraft Upholstery shop and Interior Restoration. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered,
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered,
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- g. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

9. Aircraft Maintenance and Sale of Parts. In accordance with the Airport Rules, no maintenance of any nature is permitted without a Lease or Permit with the exception that aircraft operators are allowed to perform self-maintenance on their own or leased aircraft. Storage hangars may only be used in accordance with their lease or sublease. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft maintenance services and sale of parts and accessories shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered,
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered,
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.
- e. If the Business includes aircraft refinishing and painting, it shall:
  1. Comply with and abide by all standards, rules, regulations and requirements of the Federal Aviation Administration, Maryland Department of the Environment, Environmental Protection Agency, OSHA, and other local, state or national governmental agencies having jurisdiction over aircraft painting and stripping operations.
  2. Comply with all the current standards of the National Fire Protection Association on "Paint Spraying and Spray Booths" with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray painting operations.
  3. Prohibit any stripping, painting, varnishing, doping, materials, agents, or other contaminants from flowing into rivers, lakes, streams, the Bay, etc., or be placed in any sewer system unless pre-treated and the pre-treating process has been approved in advance and in writing by the County.
  4. Perform all aircraft stripping operations inside a hangar or building. Outside stripping must be approved in advance and in writing by the County.
  5. Properly treat and dispose of all hazardous material in compliance with the governing agencies.
- f. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- g. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- h. For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

10. Aircraft Fueling Services. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft fueling and line services shall:

- a. Lease the space needed to accommodate the aircraft fueling and the flow of traffic in and out of the aircraft fuel servicing areas.
- b. Have hours of operation not less than eight (8) hours per day, seven (7) days per week as agreed with the County. Any deviation from this schedule must be approved in advance and in writing by the County.
- c. Provide and maintain all necessary pumps, tanks, and mobile gas trucks, fueling island and areas, ramps, and other fueling facilities that may be necessary, provided that the FBO or Business shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which have not been previously approved by the County.
- d. Not deliver fuel into any aircraft unless the fuel has first been placed in a suitable

and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into mobile re-fueler without filtration. In all fueling operations, the FBO or Business shall comply with State and local fire codes and the current edition of NFPA 407.

- e. Maintain and operate fuel servicing vehicles in accordance with all applicable federal, state and local rules and regulations covering fuel dispensing on Airports.
- f. Keep an adequate supply of properly located and rated fire extinguishers and/or other equipment required by the NFPA 407 on fuel serving vehicles, aircraft parking ramps, and fuel farm.
- g. Maintain a current, complete and accurate record of all fuel, oil and other products sold; and shall, at the request of the County, make available all invoices and records of purchases and sales by the operator of fuels, oils and products sold for at least two years after the receipt or sale of such products. Failure of an FBO or Business to keep an accurate record of all purchases and sales shall be reason to revoke the FBO or Business's license and authority to do business on the Airport. Pay such charges or taxes as may from time to time be imposed by St. Mary's County on the volume of aircraft fuel pumped, and/or other products sold by the FBO or Business.
- h. Maintain sufficient trained attendants on duty to service aircraft without unreasonable delay during the hours of operation.
- i. Maintain an adequate supply of the fuels, oils and fluids normally called for at this Airport. A mobile fuel truck may only operate in the FBO or Business's leased area and such other areas as may be designated from time to time by the County.
- j. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- k. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- l. In accordance with the Airport Rules, nothing contained herein shall prevent any person operating an aircraft on the Airport from performing any services they may wish to perform on their own aircraft (including, but not limited to maintenance, repair and fueling) See Standard Operating Procedures document for Self-Fueling procedures.

11. Aircraft Storage. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft storage, inside and/or outside shall:

- a. For purposes of inside storage: Build, lease or acquire via a suitable agreement hangars, apron and taxi-lanes designed to store as many aircraft as the FBO or Business reasonably expects to accommodate. For new construction the Business shall construct the building, ramps and accessories in locations stipulated in the approved Airport Layout Plan at the Business' sole cost and expense, according to plans and specifications previously submitted and approved and according to all applicable laws and regulations. If no office is maintained on the Airport, the Business shall post in conspicuous places on the hangar the name, address and telephone number of a point of contact.
- b. For purposes of outside storage: Provide or lease from the County an area of Airport land enough in size for the construction of an aircraft parking apron with tie-downs and other accessories designed to store as many aircraft as the FBO or Business reasonably expects to accommodate. For new construction the Business shall construct the apron and accessories in locations stipulated in the approved Airport Layout Plan at the

Business' sole cost and expense, according to plans and specifications previously submitted and approved and according to all applicable laws and regulations. If no office is maintained on the Airport, the Business shall post in conspicuous places the name, address and telephone number of a point of contact.

c. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

12. Flying Clubs. The FAA requires that Flying Clubs be nonprofit or not-for-profit entities whose beneficial use of aircraft is limited to their members. Flying Clubs desiring to base aircraft at the airport shall provide proof of their nonprofit/not-for-profit status to the Airport Manager. Flying Clubs shall be aware that continued authorization to operate from the Airport is conditioned upon the Flying Club maintaining its nonprofit/not-for-profit status and abiding by FAA regulation and policy with regards to specific prohibitions and Club's use of Flight Instructors and Mechanics. Club members who have appropriate FAA maintenance certifications may perform maintenance on club aircraft in accordance with FAA Flying Club policies on compensation. Per the FAA Policy of 15 March 2016 (Reference 2), only club members may receive flight instruction in club aircraft and Flight Instructor must either be a club member, or a lessee/permittee based at the airport authorized by the County to provide Flight Instruction per the Minimum Standards. Flying Clubs are specifically prohibited by FAA policy from advertising flight instruction and flying clubs shall not perform aeronautical services for others. Flying Clubs shall provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

13. Impactful Aeronautical Activities. Aeronautical activities that impact the normal flow and rhythm of the airport, or might require infrastructure that impacts other airport users such as, but not limited to, Banner Towing, Fire Fighting, Crop Dusting, on-airport Research and Development Testing, etc., shall obtain a Permit from the Airport Manager prior to commencing operations.

14. Aircraft Wash and Detailing. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the service being offered,
- c. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.
- d. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- e. For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

15. Specialized Aviation Service Operators (SASOs) are other Aeronautical Service providers not detailed above. The minimum standards will be determined based upon a detailed application submitted by the applicant. Potential applicants for Leases or Permits to perform these services shall contact the Airport Manager prior to submitting an application.

16. Unmanned Aircraft Systems (UAS). The County's Minimum Standards for providing Aeronautical Services are not predicated upon aircraft type, be it airplane, rotorcraft, or UAS. In accordance with its Grant Assurances, the County will endeavor to uniformly apply the Minimum Standards to all potential Aeronautical Service providers including those with UAS services. However, the County also recognizes that UAS operations or services might allow a reasonable relaxation of a minimum standard, therefore UAS service providers may request a deviation from the minimum standards, where warranted, from the Airport Manager. Recognizing that certain UAS flight activity can be a hazard to airport flight operations, safety shall be a primary consideration in all UAS flight activity. Manned aircraft have right of way at all times unless the UAS Operator has a specific FAA authorization to the contrary in which case the Airport Manager shall be provided a copy of that authorization.

17. A Business may provide Aeronautical Services of sections 5, 6, 7, 8, 9 and 14 without meeting the facility requirements provided the Business has obtained a Permit from the County to perform such services in accordance with the Airport Rules, Standard Operating Procedures and the Minimum Standards, specifically compliance with Section III of this document.

#### E. ACTION ON APPLICATION FOR LEASE

After a written application has been completed with material submitted in accordance with Section C (Business Qualifications) above, and reviewed and deemed complete by the County, the County may deny any application if:

1. The applicant for any reason does not meet the qualifications, standards and requirements established by these Minimum Standards;
2. The applicant's proposed operations or construction will create a safety hazard on the Airport;
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the County;
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant;
5. There is no available Airport land available which is suitable for construction of buildings and facilities required to accommodate the entire activity of the applicant;
6. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Drawing;
7. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present Business on the Airport; such as, problems in connection with aircraft traffic or service; preventing free access and egress to an existing Business area;
8. The applicant has either intentionally or unintentionally misrepresented or omitted significant pertinent information in its application or in supporting documents or has failed to make full disclosure in its application;
9. The applicant has a record of violating the Rules, or the rules and regulations of any other Airport, or Federal Aviation Regulations

10. The applicant has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other Airport;
11. The applicant does not, in the opinion of the County, exhibit adequate financial responsibility and capacity to undertake and maintain the Business to which the application relates and to promptly pay amounts due under the proposed operation;
12. The applicant cannot provide a performance bond or other acceptable surety to the County in the amount required by the County for the Business lease and does not have the finances necessary to conduct the proposed operation for a minimum period of six (6) months;
13. The applicant has been convicted of any felony or misdemeanor involving moral turpitude, or violated any County ordinance, rule, or regulation, which adversely reflects on its ability to operate the Business operation for which the application is made;
14. It can be demonstrated that it would be unreasonably costly, burdensome, or impractical for more than one entity to provide the service. The County must have adequate justification and documentation of the facts supporting its decision acceptable to the FAA; or
15. If an incumbent Business is providing similar on-Airport Aeronautical Services, the County may exclude that Business from responding to a request for proposals based on the County's desire to increase competition in Airport services.

#### F. SPECIFIC REQUIREMENTS

1. Commencement of Activities: Each Business shall, upon authorization and as the construction of any required physical facilities permit, immediately commence and conduct all Business activities and services which are authorized.
2. Leased Premises:
  - a. These facilities shall be kept in a neat, clean and orderly condition and properly painted and finished, normal wear and tear excepted. Only one (1) office shall be required for each Business. No Business or its employees, agents, officers, or other persons connected with the Business shall use the office area or other facilities of any other business without the written consent of said Business and the County.
  - b. FBO or Business should adhere to the FAA Advisory Circulars regarding Aircraft Ground Handling and Servicing and Operational Safety on Airports during Construction.
  - c. Each Business shall be responsible for the removal of snow and ice from its leased area or areas in which it is authorized to operate and shall keep such leased area and areas which it is authorized to operate free and clear of all weeds, rocks, debris and other materials which are unsightly or could cause damage to aircraft, buildings, persons or automobiles.
3. Parking and Access: For new construction, the Business shall provide a paved walkway within the leased area to accommodate pedestrian access to the Business's office. The Business shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the FBO or Business's building to the taxiway.
4. Required Certifications: The Business and all personnel and employees shall be competent and shall hold all current and valid certificates, permits, licenses or other authorizations required by the FAA. If, as a result of any action, order or ruling of the FAA, any of the Business's aircraft are grounded or certificate is suspended or revoked and this reduces the Business's operation to less than the minimum standard for the activity being provided for a period of

ninety (90) days or more, the Business's license and authority to operate at the Airport may be revoked.

5. Each lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the U.S., and nondiscrimination. The language for these provisions is as follows:

- a. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the County and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
- b. Emergency Lease to United States.
  1. During the time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
  2. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge; except if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
- c. The Lessee for itself, its Personal representative, successors in interest and assignees hereby agrees that:
  1. No Person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
  2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- d. That the Business shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.



### SECTION III. PERMIT PROVISIONS FOR MOBILE INDEPENDENT OPERATORS

#### A. GENERAL

1. Permits may be granted by the County to any Business who satisfies the conditions for the Aeronautical Services listed below:

a. Flight Instruction: Any Business providing flight instruction shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current instructor's certificate approved by the FAA with appropriate ratings to cover the types of instruction being offered and applicable medical certificates/authorization for the type of instruction provided.

(2) Maintain Insurance per Section IV below.

(3) Maintain and provide if requested a list of names and addresses of the pilots receiving flight instruction.

(4) An executed Hangar Access Agreement (if applicable). (Appendix C).

b. Avionics Installation and Service: Any Business providing Avionics Installation and Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.

(2) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(3) For work performed in a client's hangar, an executed Hangar Access Agreement. (Appendix C).

c. Manufacturing and Modification: Any Business providing Manufacturing and Modification Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.

(2) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(3) For work performed in a client's hangar, an executed Hangar Access Agreement. (Appendix C).

d. Upholstery and Interior: Any Business providing Upholstery and Interior Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.

(2) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(3) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

e. Maintenance and Sale of Parts: Any Business providing Maintenance and Sale of Parts shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.

(2) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(3) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

f. Wash and Detailing: Any Business providing Wash and Detailing shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

(2) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

2. Mobile Independent Operator Permits will be issued as requested for the Fee as specified in the Rules. Each Permit (Appendix B) shall be granted for designated times and dates and based on the contemplated activity, impact on the safety of Airport operations, past experience with the provider, current circumstances, and the civil aviation needs of the public. When a Mobile Independent Operator desires to obtain a Permit from the County to conduct business, the Business must contact the Airport Manager and make the request known. The Airport Manager shall assist the applicant and process a Permit in accordance with these Minimum Standards.

3. Applicants shall present evidence that they are in good standing with the Maryland Department of Assessment and Taxation (if applicable).

4. No Permit for the exclusive right to provide an Aeronautical Service, operation or activity on the Airport shall be granted or approved.

## SECTION IV. INSURANCE

1. Each Business providing Aeronautical Services shall maintain the types and amounts of insurance described in this Section.
2. Each Business shall, at the request of the County, deliver copies of all certificates of insurance for required insurance, any policy amendments and policy renewals, and any additional information related to Required Insurance. Each policy shall require the insurer to provide the County 45 days prior written notice of termination or cancellation.
3. Each Business shall submit to the appropriate insurer timely notices and claims of all losses insured under any Required Insurance policy, pursue such claims diligently, and comply with all terms and conditions of Required Insurance policies. Each Business shall promptly give the County copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each Business shall make all policies for Required Insurance, policy amendments and other related insurance documents available for inspection and photo copying by the County on reasonable notice.
4. In addition to any other insurance a Business may be required to maintain such as Worker's Compensation, Employer's Liability, etc., the Business shall maintain the below insurances (as applicable) and coverages as a condition of being granted a Permit or Lease.

a. General Liability Insurance. All Permit and Lease holders shall maintain this insurance. The insurance shall be written on an "occurrence" basis, responding to claims arising out of any occurrences which may take place during the policy period. The general liability form shall provide limits of at least the following:

\$1,000,000 each occurrence for bodily injury & property damage

\$1,000,000 each incident for personal injury

\$1,000,000 general aggregate

\$1,000,000 Product Completed Operations Insurance aggregate (Not required for flight training)

The contractual liability insurance coverage shall include protection for the Business from claims arising out of the liability assumed under the indemnification provision of these Rules.

b. Automobile Liability Insurance. Required for Businesses that have automobiles on the airport operations area. This insurance shall provide automobile liability, to a combined single limit of at least \$1,000,000.

c. Aircraft Liability Insurance. Required for Businesses that provide aircraft to, or carry, client(s). This insurance shall provide aircraft liability, to a combined single limit of at least \$1,000,000 limited to \$100,000 each passenger, per occurrence.

d. Hangar-keepers Liability Insurance. Those Businesses placing client's aircraft within the Business's hangar shall maintain Hangar-keepers insurance with a minimum of at least \$1,000,000 each occurrence.

e. The County is to be named as an additional insured on any insurance which might be required in subparagraphs a-d above. The contractual liability coverage shall include protection for the Business from claims arising out of the liability assumed under the indemnification provisions of these Rules. If permit holder is to be operating in facilities located in demised areas of Tenants, additional insurance requirements are listed in the Hangar Access Agreement (Appendix C).

## SECTION V. TERMINATION.

The County shall have the right, at its discretion, to terminate any lease, permit or other agreement authorizing a Business to conduct any service or business on the Airport as cited below. The Business shall have a right to due process per their lease agreement or permit.

1. For Cause. Upon the commission by the Business of the following:
  - a. The filing of a petition, voluntarily or involuntarily, for adjudication of bankruptcy;
  - b. Any general assignment for the benefit of creditors without the approval of the County;
  - c. The abandonment or discontinuance of any licensed operation at the Airport or the failure to conduct such operation on a full-time basis without prior approval of the County;
  - d. The failure to promptly pay, when due, all rents, fees and other charges to the County;
  - e. The failure to remedy any default or breach or violation by the Business or its employees in keeping, observing, performing and complying with the Rules and the terms and conditions in any lease or agreement entered pursuant hereto;
  - f. False information or misrepresented any material fact in the application, supporting documents, or in statements to or before the County pertaining to the application, or failure to make full disclosure in the application, the supporting documents, or in statements to or before the County.
2. Without Cause. In the event St. Mary's County determines to close the Airport in its entirety or close the Airport to all traffic it is not legally bound to serve.
3. In the event of termination, the Business shall forthwith peaceably vacate the Airport and surrender possession of the premises and cease all Business operations on the premises and cease all Business operations on the Airport.
4. In addition to all other rights and remedies provided in these Minimum Standards, the County shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction to enforce these Minimum Standards, to obtain compliance therewith, and to impose the penalties herein provided.

## SECTION VI. ASSIGNMENT PROHIBITED

No right, privilege, permit, or license to do business on the Airport shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of the County.

## REFERENCES

1. FAA Grant Assurances  
[https://www.faa.gov/airports/aip/grant\\_assurances/media/airport-sponsor-assurances-aip.pdf](https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf)
2. FAA Policy on Flying Clubs dated 15 March 2016  
[https://www.faa.gov/airports/eastern/nyado\\_bulletin/media/17-005-faa-policy-on-the-operation-of%20flying-clubs-at-federally-obligated-airports.pdf](https://www.faa.gov/airports/eastern/nyado_bulletin/media/17-005-faa-policy-on-the-operation-of%20flying-clubs-at-federally-obligated-airports.pdf)

## Appendix A

### AIRPORT DEVELOPMENT REVIEW PROCEDURES

#### PURPOSE

Establish written procedures for the evaluation and review of development and building construction proposals at the St. Mary's County Regional Airport.

#### PROCESS

1. Proposed private sector buildings or new development activities at the Airport shall be presented to the Airport Manager. The presentation shall contain the following:

a. Written description of proposed activity:

1. Service(s) to be provided
2. Estimated income and benefits to the County and Airport community
3. Draft lease and / or amendment terms outlined
4. Business plan and listing of partners (to include identification of connection to other airport businesses, if applicable)

b. Concept Plan

1. Conformance with approved Airport Layout and Airport Master Plans
2. Consistency with Airport Rules and Minimum Standards
3. Impact of Noise Contours and Site Development Standards cited in Chapters 43.2 and Chapters 43.4 of the Zoning Ordinance
4. Proposed location of facility, land use compatibility and impact(s) of Airport Environs
5. Rough sketch and dimensions (s.f.) of Demised Area(s) requested
6. All facilities and auxiliary structures to be constructed (i.e., taxiways, aprons, etc.)

c. Business Background Report

1. For new businesses, a report shall be provided for review by the County's Legal Department and Department of Economic & Community Services
2. The report shall include, but not be limited to, a Dunn & Bradstreet report request, personal financial background information, risk of credit worthiness, Federal Tax ID Number for the Business, and all applicable items specified within the Airport Rules and Minimum Standards.

2. Concept Plan Review

a. After presentation, the Airport Manager, the Department of Economic Development, and the Department of Public Works & Transportation representatives shall review the proposal.

b. Findings and evaluation shall be presented at the following Airport Advisory Board meeting (approximately 60 days after initial presentation). The Airport Advisory Board shall review the staff report and offer recommendations to proceed, not to proceed, or to proceed with conditions.

### 3. Final Plans

- a. Upon concept endorsement by the Airport Advisory Board and concurrence from the Federal Aviation Administration (FAA) and Maryland Aviation Administration (MAA), final engineering plans shall be prepared. Plans shall be professionally certified by an engineer/surveyor licensed in the State of Maryland.
- b. The final plan shall be submitted through the County's Technical Evaluation Committee (TEC), (via the Department of Land Use & Growth Management), and through the Airport Manager simultaneously. All comments from the respective agencies shall be adequately addressed prior to plan approval. The plan will also include the Airport Easements, Restrictions and Covenant notes cited in Chapter 43.5 of the Zoning Ordinance.
- c. Lease agreements shall also be submitted for review and approval at the same time as the Final Plan submittal. Lease agreements and/or amendments shall be reviewed by the County Attorney for legal sufficiency and by the FAA to ensure that Grant Assurances have been met. A sketch and description of the demised area shall also be included in the agreement as an exhibit in sufficient detail for the County to update the FAA Exhibit A for property dedicated to airport use and the Lease Area Plat.
- d. After all comments have been addressed, the applicant will complete and submit to the Airport Manager an environmental assessment, categorical exclusion, ALP redline revision, Notice of Proposed Construction or Alteration Form 7460 and/or a Checklist for Environmental Impacts for submission to the FAA and MAA for their final concurrence / approval of the proposed development.
- e. An engineer's cost estimate will be reviewed by the Department of Public Works & Transportation to establish the bond amount and inspection fees associated with the Public Works Agreement and Grading Permit, if applicable. The bonds shall be posted and fees paid prior to issuance of any construction permits.
- f. Proof of insurance will be required prior to presentation of the formal lease agreement to the Commissioners of St. Mary's County, Maryland. Once the lease has been formally executed, permits may be issued.
- g. Prior to construction, a building permit will need to be obtained through the County's Department of Land Use & Growth Management. This permit must include a set of structural drawings signed by a Professional Engineer registered in the State of Maryland. The permit also requires inspections at various stages during construction (i.e., footings, foundations, framing, electrical). All FAA and MAA approvals must be in place at this time.
- h. Testing and professional certification of all materials during construction, including concrete, asphalt, base materials, or other tests as required by the Department of Public Works and Transportation shall also be submitted.
- i. Upon completion of construction, the following shall be turned over to the Airport Manager:
  1. As-built plans of stormwater management systems as per the DPW&T Permit.
  2. Building Permit drawings.
  3. As-built Water and Sewer drawings as per MetCom requirements.

- j. The Department of Public Works and Transportation will be included in the final sign-off for Use and Occupancy.

## AIRPORT ADVISORY BOARD SUPPLEMENT

### A. APPLICATION REQUIREMENTS

The written presentation shall contain at the minimum:

1. The proposed nature of the Business.
2. Identification of Principals and connection (if any) to existing airport businesses.
3. Airport Manager and County Staff evaluation and recommendation.
4. Identification of any change of Lease or Permit and impacts to current airport service and competitive environment.

### B. AIRPORT ADVISORY BOARD RECOMMENDATION

### C. COUNTY ACTION ON APPLICATIONS

Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards, and requirements established by these minimum standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the applications will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application or the operation will result in a financial loss to St. Mary's County.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, Airport development, or construction does not comply with the approved Airport Layout Plan (ALP), FAA Airport Compliance Requirements, etc.
6. The development or use of the area requested will result in a congestion of aircraft or buildings or will unduly interfere with airport operations.
7. Any party applying, or having interest in the Business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the Business, has a record of violating the Rules or the rules and regulations of any other airport, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
9. Any party applying, or having an interest in the Business, has defaulted in the performance of any lease or other agreement with the County, or any lease or other agreement at any other airport.
10. Any party applying, or having an interest in the Business, is not sufficiently creditworthy and responsible in the judgment of the County to provide and maintain the Business to which the application relates and to promptly pay amounts due under the Business lease.
11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum of six (6) months.
12. The applicant has committed any crime, or violated any County ordinances, rule, or regulation, which adversely reflects on its ability to operate the business operation for which the application is made.

**Appendix B**

Application and Permit for Mobile Independent Operator to provide Aeronautical Service at St. Mary's County Regional Airport

Client Name:

Date:

Client Aircraft N-number:

Client email:

Client Phone:

Client Hangar # / Tiedown # / Transient

Desired Dates of Work

Desired Location of Work:

Scope of Work to be performed:

---

Business Who will perform Work:

Business Point of Contact (Name):

Business Address:

Business Tax ID #

Business email:

Business Phone:

Business FAA (or other) Certifications/Authorizations:

---

Permit Application signed?

Insurance Certificate provided?

- Correct amounts and Types?
- St Mary's County as additional insured?

Hangar Access Requested?

If so, Hangar Access Agreement signed?

Insurance for hangar access?



AAB Draft Document

File: FINAL DRAFT 2W6 Airport Min Stds (12.20.19)

1. The proposed activity will comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations including local fire codes and the rules, standard operating procedures and minimum standards of the St. Mary's County Regional Airport. Initial: \_\_\_\_\_
2. All activities will be conducted so as not to block, obstruct or impact adjacent hangars, parking positions, taxiways or taxi-lanes. Initial: \_\_\_\_\_
3. All activities will be conducted during daylight hours or adequate provisions will be made for lighting the work area. Work area lighting shall not interfere with airport operations. Initial: \_\_\_\_\_
4. Any welding or open flame work requires approval of the Airport Manager. Initial: \_\_\_\_\_
5. No hoisting will be conducted from the hangar structures. Initial: \_\_\_\_\_
6. No modifications will be made to the hangar electrical systems for the purpose of conducting this activity and that the activity will not overload the hangar electrical systems. Initial: \_\_\_\_\_
7. The Business acknowledges that this is a Permit request and agrees not to commence work until approval is granted in writing by the Airport Manager. Initial: \_\_\_\_\_
8. The Business acknowledges they have read, and agree to abide by, the St. Mary's County Airport Rules, Standard Operating Procedures and Minimum Standards for Aeronautical Service providers during the duration of this Permit. Initial: \_\_\_\_\_  
(documents online at <https://www.stmarysmd.com/dpw/airport-operations/> )
9. The Business agrees per St. Mary's County Airport Rules (as detailed in the Minimum Standards for Aeronautical Service Providers) to hold the County harmless while performing this business effort. Initial: \_\_\_\_\_
10. The Business agrees to maintain the required insurance (as detailed in the Minimum Standards for Aeronautical Service providers) in force with the County and other required entities as additional insured while performing this Business effort. Initial: \_\_\_\_\_
11. The Business agrees to immediately inform the Airport Manager and cease work should it become unable to abide by the requirements of this Permit. Initial: \_\_\_\_\_
12. The Business acknowledges it recognizes that a completed Hangar Access Agreement with appropriate insurance certificate provided is required to perform work in a client's hangar and/or the taxi-lanes in the General Aviation hangar area. These hangars and taxi-lanes are leased from the County to Hangar Providers who further sublease the hangar to client. The two designated maintenance spots (between Hangars F and G and between Hangars T and U) are exempt from the Hangar Access Agreement requirement. Initial: \_\_\_\_\_
13. The Business acknowledges that this Permit is to perform work on a single aircraft unless there is a specific authorization otherwise from the Airport Manager. Initial: \_\_\_\_\_
14. Appeals shall be per the appeals process stated in the Rules section III-X. Initial: \_\_\_\_\_

Signature of Business indicating agreement with the above

X \_\_\_\_\_

Date: \_\_\_\_\_

Client Name:

N-number:

Business Name:

Airport Manager authorization

Authorized Location(s) of Work:

Authorized duration (start and end date):

Signature of Airport Manager: X \_\_\_\_\_

Date approved:

Fee Paid?

Amount:

Specific Authorizations and or Restrictions

## Appendix C

### HANGAR ACCESS AGREEMENT

The undersigned permittee (“Permittee”) acknowledges that the work to be performed by the Permittee may be on areas (the “Demised Premises”) which have been leased by the Commissioners of St. Mary’s County (the “County”) to S. Hunt Aero, LLC, Airport Development, LLC and SM Hangars, Inc. (jointly and severably a “Tenant”) pursuant to separate leases with each Tenant (jointly and severally the “Lease”). Each Lease requires, among other things, that each Tenant manage and maintain their respective Demised Premises and to indemnify the County with regards to certain activities carried on within the Demised Premises. As a condition to the Permittee’s entry upon the Demised Premises, the Permittee hereby agrees as follows:

1. That the Permittee shall name each Tenant as an additional insured with waiver of subrogation on each policy of insurance which the Permittee is required to maintain benefitting the County as an insured, and shall maintain such insurance in effect during all times of entries onto the Demised Premises. The Permittee shall provide a copy of Insurance to the County as part of Permit Application, and the County will provide to Tenant a copy of such insurance. The insurance company shall provide 30 days prior written notice of any cancelation to the County. The County shall notify the tenant if such notice is received. The Permittee insurance shall be primary without right of contribution from any other insurer, but only with respect to the operations of the Named Insured.

2. That the Permittee’s activities on the Demised Premises shall be carried on in accordance with the terms, covenants, conditions and regulations applicable to the use of the Demised Premises, or any portion thereof, pursuant to each Lease, and as applicable, any sublease between a Tenant, as sub-landlord and the applicable subtenant for whom work is being performed, and no activity shall be carried on by the Permittee on the Demised Premises which would constitute a breach of the Lease or applicable sublease and permit. All work performed on the Demised Premises shall be carried on in accordance with the Airport Rules and shall only be performed for bona fide tenants or subtenants of the Demised Premises. Nothing herein or in the permit shall be construed as granting Permittee a lease or sublease for the Demised Premises nor amending any lease or sublease to which a Tenant is a party so as to allow for a commercial uses, or any other uses of any portion of the Demised Premises not currently allowed by a sublease of the Demised Premises.

3. That the Permittee shall indemnify and hold harmless each Tenant against and from, and shall reimburse each Tenant for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to actual attorney’s fees, which may be imposed upon or incurred or paid by or asserted against a Tenant or County’s interest in the Demised Premises and/or improvements located thereon by reason of or in connection with any of the following:

- (i) the Permittee’s use of the Demised Premises;
- (ii) the conduct of Permittee’s business or any work or activity or other things allowed or permitted to be done in or on the Demised Premises;
- (iii) any breach or default in the performance of any of Permittee’s obligations under this Agreement; or
- (iv) any other acts or omissions of Permittee, its agents, employees, invitees or contractors relating to the Demised Premises or the business of the Permittee thereon.

4. That the Permittee shall carry on its activities on the Demised Premises strictly in accordance with all applicable laws, ordinances, rules and regulations.

5. The Permittee, if requested, shall provide to each Tenant a copy of the permit issued by the County.

6. That in the event of a breach of any provision of this Agreement, the affected Tenant shall have the right to enforce the terms herein and shall be entitled to equitable and legal relief and to recover from the Permittee its costs and expenses including actual attorney's fees.

Witness the hand and seal of the Permittee as set forth below.

Signature:

Printed Name:

Address:

Contact No: